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8 **UNITED STATES DISTRICT COURT**
9 **CENTRAL DISTRICT OF CALIFORNIA**

10
11 AMERICAN CONTRACTORS
12 INDEMNITY COMPANY, a
13 California corporation

14 Plaintiff,

15 v.

16 GAREN KASPARIAN, an individual;
17 and DOES 1 through 10, inclusive,

18 Defendants.

19 **CASE NO.: 2:23-cv-7734 PA (Ex)**
20 **ORDER ON STIPULATION FOR**
21 **ENTRY OF JUDGMENT AND**
22 **ISSUANCE OF PERMANENT**
23 **INJUNCTION**

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1 AND NOW, this 13th day of August, 2024, upon consideration of the parties'
2 agreement to resolve the above-captioned litigation, including the claims asserted
3 by Plaintiff American Contractors Indemnity Company ("ACIC") against
4 Defendant Garen Kasparian ("Kasparian") (ACIC and Kasparian collectively
5 referred to herein as the "Parties"), and with Kasparian's consent to the entry of
6 this Order without such consent being deemed an admission of liability by
7 Kasparian, and Kasparian's assertion that no disclosure of trade secrets or
8 confidential information specified below has occurred to any unauthorized third
9 parties, it is hereby ORDERED that:

10 1. For a period two years from the date of this Order, Kasparian is
11 enjoined and restrained from, directly or indirectly, and whether alone or in concert
12 with others:

13 a. Using, disclosing, disseminating, distributing, leaking,
14 publishing, selling or transferring to, or sharing with any person whatsoever, any
15 of ACIC's Trade Secrets or Confidential Information in Kasparian's possession,
16 custody, or control, including, but not limited to, the oral disclosure of this
17 information to third parties.

18 b. For purposes of this Order, ACIC's "Trade Secrets" mean
19 information, including a compilation, program, method, technique or process, that:
20 (1) derives independent economic value, actual or potential, from not being
21 generally known to the public or to other persons or entities who can obtain
22 economic value from its disclosure or use; and (2) is the subject of efforts that are
23 reasonable under the circumstances to maintain its secrecy. Examples of ACIC's
24 Trade Secrets include: (a) Custom forms and documents created for internal use in
25 conducting ACIC business, internal corporate policies and procedures, training
26 presentations, surety bonds claims handling manuals, which are comprised of
27 ACIC's methods for managing its clients' surety bond claims; (b) template claim
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1 correspondence for issuance to clients and claimants advising on indemnity
2 obligations, claim acknowledgement, claim denials, or other resolution, which
3 correspondence contains language specific to particular surety bond claim types;
4 and (c) information regarding ACIC's clients, such as privileged and confidential
5 client matters, client profiles, correspondence with clients, contract terms, attorney
6 work product regarding surety bond claims and potential claims, and other
7 information regarding clients containing contact information, claim information, or
8 other personal information, and (d) ACIC's methods used in providing its claim
9 services to its clients.

10 c. For purposes of this Order, "Confidential Information" is
11 defined as all confidential, proprietary, and/or non-public information concerning
12 the operations, business methods, personnel, costs and finances, marketing plans,
13 research, legal affairs of ACIC, and information created or compiled by ACIC
14 about its clients, including any information created or compiled by Kasparian
15 during his employment with ACIC. Examples of ACIC's Confidential Information
16 include: (a) files and records regarding clients, prospective clients, and vendors; (b)
17 information and documents pertaining to ACIC's own internal analyses and
18 forecasts of readiness to meet client needs, market analyses by surety bond product
19 types, and claims handling manuals and practices; (c) the documents, methods and
20 systems used by ACIC in managing and handling its client's claims, including
21 manuals advising on claims handling practices and correspondence issued to clients
22 advising on acknowledgement of claims, denials, or other resolution; (d)
23 methodologies, strategies, programs, and systems used by ACIC in managing
24 assets, liabilities, claims, and risk and/or in soliciting, marketing, selling and
25 providing services to its clients; (e) private and confidential communications with
26 ACIC's outside lawyers, vendors, consultants, and clients; (f) confidential or
27 private information of third parties that ACIC has contractual and/or legal
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1 obligations to maintain as confidential, including all client information that ACIC
2 and its employees are restricted from disclosing by federal, state or local statutes,
3 ethics rules, or regulations; (g) confidential financial and accounting information
4 of ACIC (such as claims handling practices, cost, pricing information, price lists,
5 financial policies and procedures, revenues, and profit margins, targets, and
6 forecasts); (h) information concerning ACIC's current and prospective clients and
7 vendors (including, but not limited to, client lists and similar compilations, and
8 information that clients and vendors expect Plaintiff to keep as confidential); (i) the
9 identity of, and the terms and provision of any contract, agreement, trade practice,
10 custom or other agreement between ACIC and any person, company or other entity
11 except for any employment contract between ACIC and Kasparian; and (j) other
12 non-public information of Plaintiff that would be valuable for a competitor or other
13 person or entity to have. Notwithstanding anything to the contrary, Kasparian does
14 not stipulate that Confidential Information includes any information that Kasparian
15 obtained from a non-confidential or public source, including from ACIC and an
16 ACIC client itself.

17 d. For the purposes of this Order, Confidential Information and
18 Trade Secrets do not include any generic procedures, vendors, and information that
19 are not unique to ACIC and are generally known or available to a person with
20 expertise in the bonding industry.

21 2. This Permanent Injunction meets all of the requirements of Rule 65 of
22 the Federal Rules of Civil Procedure.

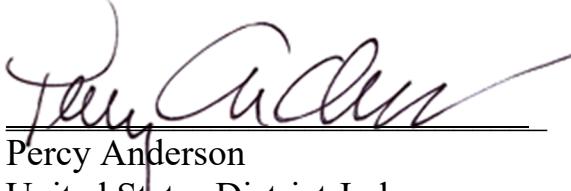
23 3. No bond shall be required for entry of this Permanent Injunction.

24 IT IS FURTHER ORDERED that this Court shall retain jurisdiction to
25 enforce the terms of this Agreed Permanent Injunction which shall become
26 effective upon the entry of this Order.

1 IT IS FURTHER ORDERED that this Order shall constitute Final Judgment
2 as to all claims and parties in the above-captioned litigation, and as no further
3 matters remain pending, shall be dismissed with prejudice.
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5 **IT IS SO ORDERED.**

6 Entered this 13th day of August 2024
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10 Percy Anderson
11 United States District Judge
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